



November 1, 2017

Marlene Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554

**Via ECFS Filing**

**RE:   Advanced Telecom Solutions, LLC Application for Authorization to Obtain  
      Number Resources Pursuant to Section 52.15(g) of the Commission's Rules**

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, Advanced Telecom Solutions, LLC hereby submits its application requesting authorization to obtain numbering resources.

For any questions regarding this application please contact Roman Shpount at (240) 847-0500.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "RShpount". The signature is written in a cursive, stylized font.

Roman Shpount  
Advanced Telecom Solutions, LLC  
Telephone: (240) 847-0500  
Email: [rshpount@turbobridge.com](mailto:rshpount@turbobridge.com)

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

|   |   |                     |
|---|---|---------------------|
| <i>In the Matter of</i>                   | ) |                     |
|   | ) |                     |
| Advanced Telecom Solutions, LLC           | ) | WC Docket No. _____ |
|   | ) |                     |
| For Authorization to Obtain Numbering     | ) |                     |
| Resources Pursuant to Section 52.15(g) of | ) |                     |
| the Commission's Rules                    | ) |                     |

**APPLICATION OF ADVANCED TELECOM SOLUTIONS, LLC FOR  
AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

Advanced Telecom Solutions, LLC ("ATS"), pursuant to Section 52.15(g)(3)(i) of the Federal Communications Commission's ("Commission's") Rules, respectfully requests authorization to obtain numbering resources as described below.

As set forth in the Commission's *Numbering Order*<sup>1</sup>, an interconnected VoIP provider may obtain numbering resources from the Numbering Administrator upon a showing that it is authorized to provide service in the area for which the numbering resources are requested. Such authorization may be obtained upon an application to the Commission containing the information detailed in Sections 52.15(g)(3)(i)(A)-(F) of the Commission's Rules. ATS hereby requests the Commission grant it that authorization. In support of this application, ATS provides the following information:

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<sup>1</sup> WC Docket No. 13-97, et al. (FCC 15-70), Report and Order, rel. June 22, 2015.

**I. INFORMATION REQUIRED BY SECTION 52.15(g)(3)(i)**

**(A) § 52.15(g)(3)(i)(A)**

**Name:** Advanced Telecom Solutions, LLC

**Address:** 4905 Del Ray Avenue Suite 300, Bethesda, MD 20814

**Telephone:** (240) 847-0500

**Personnel qualified to address regulatory/compliance/911 issues:** Roman Shpount

**(B) § 52.15(g)(3)(i)(B)**

ATS hereby acknowledges that authorization to obtain numbering resources under Section 52.15(g) of the Commission's Rules is subject to: compliance with applicable Commission numbering rules; numbering authority delegated to the states; and industry guidelines and practices regarding numbering as applicable to telecommunications carriers.

**(C) § 52.15(g)(3)(i)(C)**

ATS hereby acknowledges that it must file requests for numbers with the relevant state commission(s) at least 30 days before requesting numbers from the Numbering Administrators.

**(D) § 52.15(g)(3)(i)(D)**

ATS hereby provides its capability to provide service within 60 days of the numbering resources activation date. ATS has entered an agreement with Inteliquent Inc. (Inteliquent). Under this agreement Inteliquent will provide ATS with Local Connect Services which will allow ATS to use Inteliquent's interconnection trunks to exchange traffic with incumbent local exchange carriers. Furthermore, Inteliquent provisioned a

trunk group for ATS Local Connect Service. As proof of its readiness, ATS has attached as Exhibit A to this application a Facilities Readiness confirmation document showing that ATS has established and activated a Local Connect Service trunk group with Inteliquent, as well as relevant pages from an interconnection agreement between Inteliquent and an incumbent local exchange carrier as Exhibit B.

**(E) § 52.15(g)(3)(i)(E)**

ATS hereby certifies that it will comply with applicable: Universal Service Fund Contribution obligations under 47 CFR part 54, subpart H; Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii); North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17, 52.32; regulatory fee obligations under 47 CFR § 1.1154; and 911 obligations under 47 CFR part 9.

**(F) § 52.15(g)(3)(i)(F)**

ATS hereby certifies that it has the financial, managerial, and technical expertise to provide reliable service. It is financially stable, is led by a strong, experienced team of individuals with substantial managerial experience in the telecommunications industry, and has sufficient technical expertise and infrastructure in place to provide reliable services. The ATS Key Personnel listed below have more than 50 years of combined experience in the telecommunications industry and have designed, built and maintained multiple telecommunications services. ATS key management and technical personnel worked for AOL, MCI, Broadsoft and other telecommunications companies. ATS personnel is currently operating a conferencing platform under TurboBridge trade name which services over 200 million minutes of service per month and is being resold to

established VoIP carriers such as Vonage and Phone.com. None of the ATS key management and technical personnel listed below are being or have been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order.

**Key Personnel:**

**Roman Shpount** specializes in development of mission critical, high performance communications software, such as VoIP call control agents and media servers. He has over 20 years work experience developing robust IVR, call center, PBX, Unified Messaging, Conferencing, and other communications applications. For the past 8 years he has served as Chief Technical Officer (“CTO”) for TurboBridge, where he managed technology development, carrier relations, and daily technical operations. He has previously served as a CTO for Telurix LLC, a VoIP consulting company, and as a Vice President of Software Development at aTelo, Inc., a unified communications company.

**Eugene Vereta** has over 16 years of experience in the communications industry with a focus on carrier-grade VoIP solutions that include Call Center, Conferencing, PBX, Messaging & other systems. For the past 8 years he has managed operations and software development of a global audio conferencing platform hosted in multiple datacenters around the globe. He has previously served as a Chief Operating Officer for Telurix LLC, a VoIP consulting company, and as a Chief Product Engineer at aTelo, Inc., a unified communications company.

**Paul Erickson** is an experienced marketing strategy professional. For the past 8 years he has managed service strategy, marketing and customer support for TurboBridge. He has previously served as Chief Executive Officer and Chairmen of SunRocket, a VoIP communications company, and as a Group Executive, Strategic Development at MCI.

**Joyce Dorris** is an experienced sales & marketing professional. For the past 6 years she was responsible for marketing and customer support for TurboBridge. Previously she has served as a Chief Marketing Officer in SunRocket, a VoIP communications company, and as a Group Executive, Consumer Markets at MCI.

**Chris Koehncke** is an experienced business development professional with a focus on voice/video/collaboration and contextual communications with leading next generation providers. He has served as a Senior Director of Business Development, APAC for Tokbox, a leader in real time communications and WebRTC; as a Director of Business Development, APAC at GENBAND, a global leader in real time communications; and as a Director of Business Development, Europe at BroadSoft, a provider of hosted communications software to service providers.

**Huan Le** is a business development professional who specializes in communications services. He has served as a Chief Strategy Officer for Giant Media, President of aTelo, Inc., a unified communications company, and as a Manager of Corporate Development at AOL.

(G) § 52.15(g)(3)(i)(G)

ATS hereby certifies that no party to this application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

## **II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)**

As required by Section 52.15(g)(3)(iv), ATS will maintain the accuracy of all contact information and certifications in this application, and will file a correction with the Commission and each applicable state within 30 days of any changes. ATS will also furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

## **III. CONCLUSION**

Pursuant to Section 52.15(g)(3)(i) of the Commissions' Rules, ATS respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully Submitted,



Roman Shpount  
Advanced Telecom Solutions, LLC  
Telephone: (240) 847-0500  
Email: [rshpount@turbobridge.com](mailto:rshpount@turbobridge.com)

November 1, 2017

## **LIST OF EXHIBITS**

**Exhibit A:** Facilities Readiness Confirmation

**Exhibit B:** Interconnection Agreement between Inteliquent (f/k/a Neutral Tandem)  
and CenturyLink QC (f/k/a Qwest Corp.)

**Exhibit C:** State(s) in which ATS may request telephone numbers for its initial rollout

# EXHIBIT A





To whom it may concern:

This notification is provided to validate that the following trunk group(s) have been completed, activated and are in service for **Advanced Telecom Solutions**.

Service type: **Local Connect**  
Inteliquent customer: **Advanced Telecom Solutions**  
Date of activation: **10/26/17**

| Order No | Service Type  | TSC      | Trunk Group Name |
|----------|---------------|----------|------------------|
| 1509140  | Local Connect | IP005090 | PHLAPAFGATS_760  |

Thank you,

John Nickey



John Nickey

Dir Product Development, Inteliquent

o: [REDACTED] m: [REDACTED] 24-hr NOC: [REDACTED]

550 West Adams Street, Suite 900, Chicago, IL 60661

[www.inteliquent.com](http://www.inteliquent.com) e: [REDACTED]



# **EXHIBIT B**

**INTERCONNECTION AGREEMENT**

**TERMS AND CONDITIONS FOR INTERCONNECTION,  
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,  
AND RESALE OF TELECOMMUNICATIONS SERVICES**

**BETWEEN**

**Qwest Corporation**

**AND**

**Neutral Tandem, Inc.**

**For the State of Washington**

**April 21, 2010**

**Agreement Number  
CDS-100422-0002**

## **Section 1.0 - GENERAL TERMS**

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Neutral Tandem, Inc. (CLEC), a Delaware corporation with offices at 1 South Wacker Drive, Suite 200, Chicago, Illinois 60606 and Qwest Corporation (Qwest), a Colorado corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, and other relevant provisions of the Act and the rules and regulations promulgated there under.

1.2 Intentionally Left Blank.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will provide to CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the State of Washington, for purposes of providing local Telecommunications Services.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 Intentionally Left Blank.

1.8 With respect to the terms and provisions of this Agreement, Qwest has negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related work or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

## **5.2 Term of Agreement**

5.2.1 This Agreement shall become effective on the date of Commission Approval. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on July 21, 2013.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission. However, nothing relieves CLEC from fulfilling the obligations incurred under the prior Agreement.

## **5.3 Proof of Authorization**

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

**Section 22.0 - SIGNATURE PAGE**

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

**Neutral Tandem, Inc.**

David Tatak  
Signature

David Tatak  
Name Printed/Typed

VP – Billing & Revenue Service  
Title

4/30/10  
Date

**Qwest Corporation**

L.T. Christensen  
Signature

L.T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

5/13/10  
Date

# EXHIBIT C

### **EXHIBIT C**

Advanced Telecom Solutions, LLC (“ATS”) initially intends to request numbers in Washington.

As ATS expands, it will request numbers in additional states, but has no definitive plans about additional states at this time.

ATS will file 30-day notices with the state public utility commissions before requesting numbers from the numbering administrator.